

**EXHIBIT 7**

**DECLARATION OF LEIF PETERSON IN SUPPORT OF HUAWEI'S OPPOSITION TO  
SAMSUNG'S MOTION TO PARTIALLY EXCLUDE AND STRIKE**

1 UNITED STATES DISTRICT COURT  
2 NORTHERN DISTRICT OF CALIFORNIA  
3 SAN FRANCISCO DIVISION

4 -----  
5 HUAWEI TECHNOLOGIES CO., LTD.  
HUAWEI DEVICE USA, INC., and  
HUAWEI TECHNOLOGIES USA, INC.

6 Plaintiff(s)/Counterclaim  
7 Defendants  
8 Vs.

9 SAMSUNG ELECTRONICS CO., LTD  
SAMSUNG ELECTRONICS AMERICA  
INC.

Defendants / CounterclaimPlaintiffs

10 And

11 SAMSUNG RESEARCH AMERICA  
12 Defendant

13 V.

14 HISILICON TECHNOLOGIES CO., LTD.  
15 Counterclaim-Defendant.

16 Case No. 3:16-cv-2787-WHO

17 -----  
18 Videotaped Deposition of JACQUES RAYNARD  
19 Tuesday, 26 June 2018

20 Taken at the offices of:

21 Quinn Emanuel Urquhart & Sullivan  
22 Blue Tower, Avenue Louise 326  
23 5th Floor, Brussels 1050, Belgium

24 JOB NO. 143458  
25

1 MR PETERSON: Leif Peterson, Sidley Austin  
2 on behalf of the Huawei parties and the witness.

3  
4 Interpreters sworn.

5 JACQUES RAYNARD

6 having been duly affirmed,

7 testified as follows:

8 Examination by MS MAROULIS:

9 Q. Good morning, Prof. Raynard. How are  
10 you?

11 A. Fine, thank you.

12 Q. As you heard I am counsel for Samsung  
13 and I will be asking you some questions today. Have  
14 you ever been deposed before, sir?

15 A. Not in an American procedure, no.

16 Q. Have you ever given sworn testimony in  
17 any other procedure?

18 A. Arbitral cross-examination, a number of  
19 them.

20 Q. Because you haven't done depositions  
21 before I will go over a few basic rules with you  
22 now?

23 A. Fine.

24 Q. Everything we do today is done under  
25 oath, just like you would in a court of law, even

1 favored client, but in this case there is no clause  
2 of the most favored licensee.

3 Q. In fact, it is the opposite, the clause  
4 says you have to treat all licensees the same,  
5 correct?

6 A. No. I do not read that into the ETSI.  
7 I do not know in your litigation I could not come to  
8 that conclusion.

9 Q. Assume that there are two companies  
10 that both sell cell phones, okay? And assume that  
11 both of these companies implement LTE standard, and  
12 assume that they both take license from the same  
13 licensor at about the same time, should they receive  
14 the same rate under Article 6.1?

15 MR PETERSON: Objection to form.

16 A. There is a lot of hypothesis there.  
17 Here we are dealing more with facts than with law.  
18 Do the same two companies supply the same guarantees  
19 of payment, do these two companies have the same  
20 sales power etc, etc? So the idea, the concept of  
21 non-discrimination in commercial agreements doesn't  
22 really have meaning in the Law of Contracts,  
23 commercial contracts. In French law we have this  
24 concept in labor law, for instance sexual  
25 discrimination, gender discrimination, very objective

1 situations that deal with individuals. If we want to  
2 reach what you are suggesting regarding adjustment of  
3 licensing prices then one has to introduce into the  
4 contract a clause for the most favored licensee, so  
5 if I were licensing fee with one party there is  
6 another licensing fee with another party, it would  
7 have to be aligned and conversely. If I have a  
8 licensing fee with a client under the most favored  
9 client clause I could ask; well, was there another  
10 client who received a more favorable license? And  
11 frankly these types of clauses that I know in the  
12 distribution industry are very difficult to draft  
13 here because they deal with objective differences  
14 which lead to litigation, I didn't want to talk about  
15 that today but I believe this type of clause harks  
16 back to international treaties and most favored  
17 nation.

18 MS MAROULIS: So sir, is it your expert  
19 opinion that the only way similarly situated  
20 licensees will get the same rate is if there is a  
21 most favored client clause in a contract?

22 THE INTERPRETER: Is to get what?

23 MS MAROULIS: Please read my question?

24 (Question read back)

25 MR PETERSON: Objection to form.

1 obligation that could obligate the licensor to that  
2 result.

3 Q. Sir, is this your expert opinion that  
4 the term non-discriminatory in Article 6.1 is  
5 meaningless?

6 A. We looked at that question a few  
7 seconds ago when we looked at each of the terms. It  
8 may be relevant for economic experts, economists, but  
9 legally I can only see it as a result of good faith  
10 negotiations.

11 Q. Sir, why do you think this term was  
12 inserted in Article 6.1?

13 MR PETERSON: Objection to form.

14 A. Just the term non-discriminatory or the  
15 three?

16 MS MAROULIS: Correct.

17 A. Because I believe that the preparation  
18 of Article 6.1 did not give rise to very involved  
19 legal analyses or discussions. I believe these text  
20 were developed in English with an English vocabulary,  
21 was thought up in English, and under French law  
22 obviously there is a conceptual obstacle. The term  
23 "non-discrimination" is not appropriate for  
24 commercial contracts clearly.

25 Q. Do you believe this Article was badly

## 1 CERTIFICATE OF COURT REPORTER

2  
3 I, Kay Hendrick, an Accredited Court Reporter, hereby  
4 certify that the testimony of the witness, Jacques  
5 Raynard, in the foregoing transcript taken on  
6 Tuesday, 26th June 2018 was recorded by me in machine  
7 shorthand and was thereafter transcribed by me; and  
8 that the foregoing transcript is a true and accurate  
9 verbatim record of the said testimony.  
10

11 I further certify that I am not a relative, employee,  
12 counsel or financially involved with any of the  
13 parties to the within cause, nor am I an employee or  
14 relative of any counsel for the parties, nor am I in  
15 any way interested in the outcome of the within  
16 cause.  
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Signed: .....

KAY HENDRICK

Dated: June 29, 2018